

necessarily expended therefor, with interest at eight per cent per annum from the date of such expenditure until paid shall be considered as sum, the payment of which is intended to be hereby secured. And said first parties hereby waive any and all rights of affirmance, sale or redemption, provided for in Chapter 51, of the Indian Territory Statutes, 1899, the same being an Act on Mortgages, adopted May 2, 1890.

And if default be made in the payment of the sums hereby secured at maturity, or when the same or either of them become due and payable, or if any taxes or assessments, now or hereafter levied or imposed in said Indian Territory against said real estate, or if any installment of principal or interest of any mortgage or lien prior to this are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as herein set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. Then the said grantor, or its assigns, agent or attorney, shall have power to sell said property at public sale, to the highest bidder, for cash, at the front door of the U.S. Postoffice in Tulsa, Western District, Indian Territory, as the same may be located at the time of sale, public notice of the time and place of said sale having first been given thirty days, by advertising in some news paper published in said district, or by printed or written hand bills posted up in five public places in said city; at which sale the said grantor or assigns may bid at said sale, and the sale of said property shall be taken as prima facie true, and the proceeds of said sale shall be applied first, to the payment of all costs and expenses attending said sale, second, to the payment of said debt and interest, and the remainder, if any, shall be paid to said grantor or their assigns.

Witness our hands and seals on this 6th day of July A.D. 1906.

Witnesses:
J. M. Rodolf
W. J. Seaborn

L. K. Cone (Seal)
Edith M. Cone (Seal)

United States of America, Indian Territory, Western District, ss.

Personally appeared before me J. M. Rodolf a Notary Public within and for said District and Territory L. K. Cone and Edith M. Cone his wife to me well known as the identical persons whose names appear to and for the within and foregoing instrument, as parties grantor and who stated and acknowledged to me that they had executed the same as their voluntary act and deed, for the consideration, uses and purposes therein mentioned and set forth.

And also, on the same day, voluntarily appeared before me the said Edith M. Cone wife of the said L. K. Cone, to me well known, and in the absence of her said husband, declares and acknowledged to me that she had of her own free will and accord executed said mortgage and signed and sealed her relinquishment of dower and homestead therein, for the consideration, uses and purposes therein contained and set forth, without any fraud or undue influence of her said husband.

Witness my hand and official seal on this the 21st day of August, 1906.

(Seal) Western District, D.T.

J. M. Rodolf.

My commission expires 4-11-1909.

Notary Public.

Filed for Record Aug. 24, 1906 at 3:25 P.M.

Chas. Lorton

Deputy Clerk and Ex-officio Recorder.